

Attorney Docket: FWF-Camshaft-USCont
Express Mail No: EV350816775US

IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE

In Re the Application of: Mark E. Seader, Thomas E. Ehresman

Serial Number:

Filed:

For: Lubricated Camshaft

Assignee: Firewall Forward Technologies, LLC

CONTINUATION COVER SHEET*
FOR
COPY OF PARENT CASE DECLARATION

- * This Continuation Cover Sheet is provided for the convenience of Patent Office personnel, to indicate the new caption and title and thus minimize the risk of loss in the event documents are separated from the file.

IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE

In Re the Application of: Mark E. Seader and Thomas E. Ehresman

Serial Number:

Filed:

For: Camshaft Lubrication System

Assignee: Firewall Forward Technologies, LLC

DECLARATION FOR PATENT APPLICATION

This Declaration is made by Mark E. Seader and Thomas E. Ehresman.

I, Mark E. Seader, hereby declare:

- I am a citizen of the United States of America and that my residence and mailing address is 737 McGraw Circle, Fort Collins, CO 80526.

I, Thomas E. Ehresman, hereby declare:

- I am a citizen of the United States of America and that my residence and mailing address is 616 North Colorado Avenue, Loveland, CO 80537.

We, Mark E. Seader and Thomas E. Ehresman, each hereby declare:

- Mark E. Seader, a citizen of the United States of America and whose residence and mailing address is 737 McGraw Circle, Fort Collins, CO 80526;
- Thomas E. Ehresman, a citizen of the United States of America and whose residence and mailing address is 616 North Colorado Avenue, Loveland, CO 80537;

are the original, first, and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled an "Camshaft Lubrication System" and:

- United States Application Number 60/222,277 originally entitled "Centrifugal Lubrication Camshaft System" the specification of which was filed July 31, 2000;

the specification(s) of which has/have been provided to me/us at or prior to the time of signing this declaration, and of which we hereby claim the benefit of and priority pursuant to 35 USC §§119, 120, or 365; there are no foreign applications having a filing date before that of the application(s) on which priority is claimed.

We hereby declare that the above specification(s) is/are intended to include disclosure or claims directed to, individually or in combination: embodiments of the invention which may encompass a device, apparatus, method, process, or business method; embodiments of the invention which may encompass permutations or combinations of any aspects of the invention; any aspect of the invention conceived or developed as separate inventions; and any aspect of the invention independent of any initial context considered as preferred embodiments. We also authorize and support this application for patent protection in the United States, and for similar protection in foreign countries, each to be sought to the extent or breadth any owner desires or deems appropriate. We acknowledge that each of the attorneys and the firm filing this application is/are attorneys for the assignee Firewall Forward Technologies, LLC only.

We hereby state that we have reviewed and understand the contents of the specification entitled "Camshaft Lubrication System", including any claims.

We acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Section 1.56(a).

We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 7-31-01

Mark E. Seader
Mark E. Seader

UNITED STATES OF AMERICA)
STATE OF COLORADO)
COUNTY OF LARIMER)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Larimer, State of Colorado, United States of America, by Mark E. Seader, this 31 day of July, in the year 2001.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.



My Commission Expires 07/15/2003

Shannon M. Nation-Kammerer
Notary Public
My Commission Expires: 7-15-2003

Date: 7/31/01

Thomas E. Ehresman
Thomas E. Ehresman

UNITED STATES OF AMERICA)
STATE OF COLORADO)
COUNTY OF LARIMER)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Larimer, State of Colorado, United States of America, by Thomas E. Ehresman, this 31 day of July, in the year 2001.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.



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Shannon M. Nation-Kammerer
Notary Public
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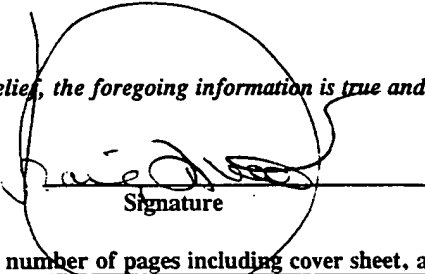
Assignee: Firewall Forward Technologies, LLC

CONTINUATION COVER SHEET*

FOR

**COPY OF ASSIGNMENT OF MARK E. SEADER AND THOMAS E. EHRESMAN TO
FIREWALL FORWARD TECHNOLOGIES, LLC**

- * This Continuation Cover Sheet is provided for the convenience of Patent Office personnel, to indicate the new caption and title and thus minimize the risk of loss in the event documents are separated from the file.

FORM PTO-1595 (Rev. 6-93)	RECORDATION FORM COVER SHEET PATENTS ONLY	U.S. DEPT. OF COMMERCE Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Mark E. Seader and Thomas E. Ehresman Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: Firewall Forward Technologies, LLC Internal Address: Street Address: 5212 Cessna Drive City: Loveland State: CO Zip: 80538 Additional name(s) & address attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date(s): July 31, 2001		
4. Application number(s) or patent number(s): If this document is being filed together with a new application the title of the application is: "Camshaft Lubrication System", filed on July 31, 2001. A. Patent Application No.(s): B. Patent No.(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Craig R. Miles Internal Address: Santangelo Law Offices, P.C. Street Address: 125 S. Howes, Third Floor City: Fort Collins State: Colorado Zip: 80521	6. Total number of applications and patents involved: <u>ONE</u> 7. Total fee (37 CFR 3.41)\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Craig R. Miles</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>July 31, 2001</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and document: </div>		

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademark, Box Assignments
 Washington, DC 20231

IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE

In Re the Application of: Mark E. Seader and Thomas E. Ehresman

Serial Number:

Filed:

For: Camshaft Lubrication System

Assignee: Firewall Forward Technologies, LLC

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document is between and among Mark E. Seader, whose address is: 737 McGraw Circle, Fort Collins, CO 80526 and Thomas E. Ehresman, whose address is: 616 North Colorado Avenue, Loveland, CO 80537 (individually and collectively the "Assignor" or "Assignors") and Firewall Forward Technologies, LLC, having its principal office at: 5212 Cessna Drive, Loveland, CO 80538 (the "Assignee").

WHEREAS the Assignors have each contributed to some degree in conceiving or developing technology relating to a camshaft lubrication system including but not limited to the technology described or indicated in the application identified by the caption listed above, and also including for the purpose of this assignment those improvements which are related to the subject matter of such technology to the extent conceived or developed during the time serving as a consultant or employee of the Assignee, and improvements related to such technology which are identified, developed, or conceived using trade secret or confidential information of the Assignee or which are likely to cause disclosure of such trade secret or confidential information (the "Invention");

WHEREAS each Assignor, either by him/herself or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS each Assignor acknowledges his/her obligation to assign all right, title and interest in the Invention to Assignee; and

WHEREAS each Assignor desires to formalize his/her obligation for assignment of all right, title and interest to the Invention to Assignee to the extent he/she has any such rights worldwide;

WHEREAS each Assignor acknowledges his/her obligation to assign all right, title and interest in any and all patent rights and any other proprietary rights related to the business of the Assignee, and in particular the Invention, to Assignee;

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agree as follows:

1. Each Assignor warrants that:
 - a. he/she has the authority to assign all right, title and interest originated now or hereafter by him/her involving the Invention,
 - b. he/she has conveyed no right, title, or interest in the Invention to any party other than the Assignee,
 - c. to the extent each individual Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he/she has the authority to act as agent for such an entity and to fully transfer such rights, and
 - d. at the time of signing of this Assignment, he/she neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any coinventorship.
2. Each Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention, including, but not limited to:
 - a. all such worldwide rights to make, use, and sell the Invention,
 - b. any applications for United States or foreign patents relating to the Invention, and specifically to the above-identified application, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof,
 - c. the right to file applications for United States or foreign patents based upon the Invention, and to make a claim for any priority to which such applications are entitled, and to any division, substitution, continuation, or continuation-in-part, of such applications, all patents which may be granted thereon, and all reissues and extensions thereof,
 - d. all related rights involving the Invention in any country such as utility-model

registrations, inventor's certificates and the like, and all rights, titles, and interests involving the Invention under any foreign government,

e. all rights to any documents, notes, and evidence regarding any aspect of the Invention, and

f. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically including but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

3. Each Assignor acknowledges a legal and equitable obligation to assign to the Assignee any and all patent rights and any other proprietary rights related to the business of the Assignee Firewall Forward Technologies, LLC and covenants that he/she has not and will not execute any agreement in conflict with this Assignment and will not offer any opinions, or take or assist in or taking any actions which might tend to diminish the scope of protection available to the Assignee for the Invention. Further, each Assignor warrants that other than rights of the Assignee, he/she maintains the entire right, title, and interest in and to the Invention as may exist by virtue or his/her contribution and has made no conveyance of any rights whatsoever to any other person. Each Assignor also covenants that he/she will promptly and continuously inform the Assignee of any articles, patents, or other references or prior art of which he/she becomes aware which may be material to the assessment of patentability of the Invention.

4. Each Assignor further covenants and agrees that he/she will communicate to the Assignee any facts known to him/her respecting any improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, and reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention and to such improvements in all countries without further consideration but at the expense of the Assignee.

5. Each Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, each Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-entitled application, and to any division, substitution, continuation or continuation-in-part, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any

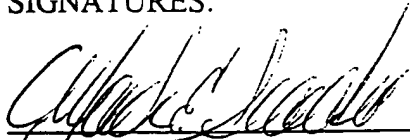
foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, and evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes and evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history or status of any application for United States or foreign patents relating to the Invention.

6. Each Assignor further covenants and agrees that he/she will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of each Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided above.

7. Each Assignor grants the firm of Santangelo Law Offices, P.C., the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document, including but not limited to inserting the application number, the execution date, or the filing date of the above-entitled United States Patent Application based upon the Invention.

8. This assignment shall be binding on all parties, their heirs, executors, administrators, successors, and/or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

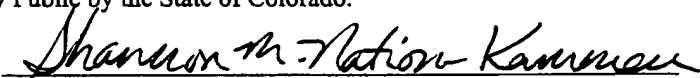
SIGNATURES:


Mark E. Seader

Date of Assignment Signature: 7-31-01
Date of Execution of Application: 7-31-01
(signing the Declaration)

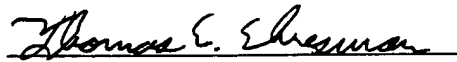
UNITED STATES OF AMERICA)
STATE OF COLORADO)
COUNTY OF LARIMER)

SUBSCRIBED AND AFFIRMED OR SWORN to before me in the County of Larimer, State of Colorado, United States of America, by Mark E. Seader, this 31 day of July, in the year 2001. WITNESS my hand and official seal pursuant to the authority vested in me as a Notary Public by the State of Colorado.


Notary Public
My Commission Expires: 7-15-2003




My Commission Expires 07/15/2003


Thomas E. Ehresman

Date of Assignment Signature: 7/31/01
Date of Execution of Application: 7/31/01
(signing the Declaration)

UNITED STATES OF AMERICA)
STATE OF COLORADO)
COUNTY OF LARIMER)

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Notary Public
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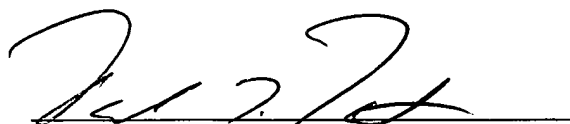
POWER OF ATTORNEY

I, Donald N. Taranto, Manager of Firewall Forward Technologies, LLC, hereby appoint Santangelo Law Offices, P.C., whose mailing address is 125 South Howes, Third Floor, Fort Collins, Colorado 80521, including Luke Santangelo, whose registration number before the United States Patent and Trademark Office is 31,997, Chad C. Soliz, whose registration number before the United States Patent and Trademark Office is 47,101, Alfred K. Wiedmann Jr., whose registration number before the United States Patent and Trademark Office is 48,033, and Nicole A. Ressue, whose registration number before the United States Patent and Trademark Office is 48,665 as my attorneys to prosecute this application entitled "Lubricated Camshaft" and to transact all business in the Patent Office connected therewith. Further, I grant the firm of Santangelo Law Offices, P.C., the power to insert on any document filed in this matter any further identification which may be necessary or desirable in order to indicate filing information or to comply with the rules of the United States Patent Office or any foreign patent office for recordation of this document, including, but not limited to, inserting the application number, the execution date, mailing information, or the filing date of the above-identified United States Patent Application based upon the Invention. The undersigned also acknowledges that the attorneys appointed are attorneys for the assignee, Firewall Forward Technologies, LLC, only.

Please address all future correspondence to: Luke Santangelo, Santangelo Law Offices, P.C., 125 South Howes, Third Floor, Fort Collins, CO 80521.

Dated this ____ day October, 2003.

By:


Donald N. Taranto, Manager
Firewall Forward Technologies, LLC